



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-106**

1. Agenda Item Number:

23

2. Council Meeting Date:

April 12, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: March 22, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Award a professional services contract to Ritoch-Powell and Associates for Chandler Boulevard and Price Loop 101 Intersection Improvements Construction Management Services, Project No. ST0806-451, in an amount not to exceed \$257,796.

6. RECOMMENDATION: Staff recommends that Council award a professional services contract to Ritoch-Powell and Associates for Chandler Boulevard and Price Loop 101 Intersection Improvements Construction Management Services, Project No. ST0806-451, in an amount not to exceed \$257,796.

7. BACKGROUND/DISCUSSION: The City has received federal Congestion Mitigation and Air Quality (CMAQ) funds for design and construction of bicycle lanes and an additional left turn lane for westbound to southbound traffic movements under the Price Loop 101 Freeway at Chandler Boulevard to improve traffic circulation. This project will also include modifications to the Price Loop 101 Freeway underpass bridge retaining wall, landscaping, street lighting, traffic signals, and traffic signal interconnects.

This contract includes construction management and contractor oversight, construction administration, construction inspection, utility coordination, materials testing and quality assurance, and preparation of record drawings. Roadway construction is 195 days to final completion.

8. EVALUATION: The City selection process was developed in accordance with the state law for professional services selections. Five (5) Statements of Qualifications were received from qualified firms on February 27, 2012. The selection committee included the following members:

Thomas Goderre, P.E., Chandler Resident/Registered Constructor
Paul Young, P.E., Senior Engineer
Dara Griffith, P.E., Project Manager
Hafiz Noor, Project Manager

The committee conducted interviews with Ritoch-Powell and Associates (RPA), Consultant Engineering, Inc. (CEI), and Vanir Construction Management, Inc. Ritoch-Powell and Associates was selected based on qualifications and experience, and is recommended for approval for this contract.

9. FINANCIAL IMPLICATIONS:

Cost: \$257,796.00
Savings: \$233,557.74 (CMAQ Funds)
Long Term Costs: N/A
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.6517.0000.6ST650.0000	GO Bonds	Chandler Blvd/Loop 101 Intersection Imp	Yes	\$ 24,232.82
417.3310.6517.0000.6ST650.0000	CMAQ Grant	Chandler Blvd/Loop 101 Intersection Imp	Yes	\$233,563.18

10. PROPOSED MOTION: Move that Council award a professional services contract to Ritoch-Powell and Associates for Chandler Boulevard and Price Loop 101 Intersection Improvements Construction Management Services, Project No. ST0806-451, in an amount not to exceed \$257,796.

ATTACHMENTS: Contract, Location Map

APPROVALS

11. Requesting Department



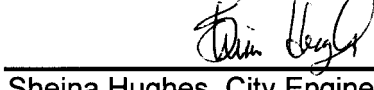
Daniel W. Cook, Transportation Manager

13. Department Head



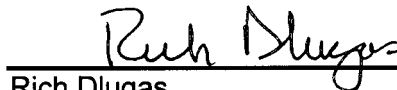
R.J. Zeder, Transportation & Development Director

12. City Engineer



Sheina Hughes, City Engineer

14. City Manager



Rich Dlugas

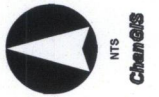


CHANDLER BL / PRICE RD LOOP 101 INTERSECTION IMPROVEMENTS PROJECT NO. ST0806-451



MEMO NO. CA12-106

PROJECT AREA



PROFESSIONAL SERVICES CONTRACT

Project Name: Chandler Boulevard/Price Loop 101 Intersection Improvements Construction
Management Services
Project No. ST0806-451

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Ritoch-Powell & Associates, an Arizona corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the Mayor and City Council of the City of Chandler is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR

1.1 To provide the professional services required by this Agreement CONSULTANT shall act under the authority and approval of City Engineer or designee, (the Contract Administrator), who shall oversee the execution of this Agreement, assist the CONSULTANT with any necessary information, audit billings, and approve payments. The CONSULTANT shall channel reports and special requests through the Contract Administrator.

1.2 CITY reserves the right to review and approve any/all changes to CONSULTANT'S key staff assigned to the CITY project by the firm during the term of this Agreement.

2. **SCOPE OF WORK:** CONSULTANT shall provide those services described in Exhibit A attached hereto and made a part hereof by reference.

3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Agreement, shall be and remain the property of CITY and shall be delivered to CITY before final payment is made to CONSULTANT.

4. **FEE SCHEDULE:** For the services described in paragraph 2 of this Agreement, CITY shall pay CONSULTANT a fee not to exceed the sum of Two Hundred Fifty Seven Thousand Seven Hundred Ninety Six dollars (\$257,796) in accordance with the fee schedule attached hereto as Exhibit B and incorporated herein by reference.

5. **TERM:** Following execution of this Agreement by CITY, CONSULTANT shall immediately commence work and shall complete all services described herein within One Hundred Ninety Five (195) calendar days from the date hereof.

6. **TERMINATION:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive a fee for the percentage of services actually completed.

7. TERMINATION WITH CAUSE

"This Agreement may be terminated by CITY for cause should the CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) CONSULTANT abandons Work;
- (b) CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY;
- (c) CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

- 8. INDEMNIFICATION:** To the fullest extent permitted by law, CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of the CONSULTANT, its employees, agents, or any tier of subconsultants in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CONSULTANT, its agents, employees or representatives to fulfill CONSULTANT'S obligations under this Contract. IT IS THE INTENTION OF THE PARTIES to this contract that the CoC, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The provisions of this paragraph shall survive termination of this Contract.

The amount and type of insurance coverage requirements set forth in the contract will in no way be construed as limiting the scope of indemnity in this paragraph.

- 9. INSURANCE REQUIREMENTS:** CONSULTANT shall provide and maintain the insurance as listed in Exhibit C attached hereto and made a part hereof by reference.
- 10. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 11. CONFLICT OF INTEREST:** CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not

contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement

12. ALTERNATE DISPUTE RESOLUTION

12.1 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

12.2 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

12.3 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

12.4 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

13. ARIZONA LAW: This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

14. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty (Exhibit D) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty. The Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Consultant and any Subcontractors to ensure compliance with Consultants Immigration Warranty. The Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

15. FEDERAL AID PROVISIONS ANTI-LOBBYING

The CONSULTANT certifies, by signing and submitting the SOQ, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal CONTRACT, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal CONTRACT grant, loan, or cooperative agreement.*
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal CONTRACT, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).*
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.*
- d. The CONSULTANT also agrees, by submitting its SOQ that it shall require that the language of this certification be included in subcontracts with all Subconsultant(s) and lower-tier Subconsultants which exceed \$100,000 and that all such Subconsultants and lower-tier Subconsultants shall certify and disclose accordingly.*
- e. The DEPARTMENT shall keep the firm's certification on file as part of its original SOQ. The CONSULTANT shall keep individual certifications from all Subconsultants and lower-tier Subconsultants on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.*
- f. Disclosure forms for the CONSULTANT and its Subconsultants and lower-tier Subconsultants shall be submitted to the ECS Contract Specialist assigned to the CONTRACT on the date the Statement of Qualifications are due. The CONSULTANT and*

Chandler Blvd/Price Loop 101 Intersection Imp CM Services

each Subconsultant and lower-tier Subconsultant shall file revised disclosure forms at the end of each calendar quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. The Disclosure forms shall be submitted by the ECS Director to the FHWA for further review.

RECORDS RETENTION, MAINTENANCE AND AUDIT

- a. Pursuant to A.R.S. §35-214, the CONSULTANT and its Subconsultant(s) shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the CONTRACT and other related project(s). The CONSULTANT shall make all such materials related to the project(s) available at any reasonable time and place during the term of the CONTRACT and for five (5) years from the date the Initial Closeout Letter is sent to the CONSULTANT after ADOT indicates that work on the CONTRACT has been completed to the satisfaction of the DEPARTMENT (Contract Status Form). All Documents shall be retained for auditing, inspection and copying upon the DEPARTMENT'S or at FHWA's request, or any other authorized representative of the Federal Government.
- b. Pursuant to A.R.S. §35-215, the CONSULTANT and its Subconsultant(s) with intent to defraud, deceive, improperly influence, obstruct or impair an audit being conducted or about to be conducted in relation to any CONTRACT or subcontract with the DEPARTMENT is guilty of a class 5 felony.
- c. In case of an audit and the CONSULTANT has failed to retain records in accordance with the applicable CONTRACT provision, it shall be presumed that the documents would not have supported the CONSULTANT'S position. Therefore, failure to retain such records shall result in the CONSULTANT being required to reimburse ADOT for unsupported costs. The CONSULTANT may also be disqualified per revised ECS Rules Section 2.02 from submitting future SOQ proposals.
- d. Upon completion and final closeout of the CONTRACT, physical/paper or electronic CONTRACT files and any supporting materials shall be maintained in accordance with ADOT and State Record Retention Center Records Retention/Destruction Policy and Schedules.

AFFIRMATIVE ACTION (FOR FEDERAL-AID FUNDED CONTRACTS)

CONSULTANT shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this CONTRACT:

- a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
- b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
- d. Where the requirement permits, establish delivery schedules which shall encourage participation by firms owned by socially and economically disadvantaged individuals.
- e. Use the services and assistance of ADOT DBE Supportive Services Program, the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as needed.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

1. *The Department has established a Disadvantaged Business Enterprise (DBE) Program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.*

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts. It is also ADOT's policy to:

- a. Ensure nondiscrimination in the award and administration of federally-funded contracts;*
- b. Create a level playing field on which DBEs can compete fairly for federally-funded contracts;*
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;*
- d. Ensure that only firms that fully meet 49 CFR Part 26 eligibility requirements are counted as DBEs;*
- e. Help remove barriers to the participation of DBEs in federally-funded contracts; and*
- f. Assist in the development of firms that can compete successfully in the marketplace.*

Federal regulations require a recipient of federal highway funding to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal and using race-neutral means to the maximum feasible extent to achieve the goal. Where race-neutral measures prove inadequate to achieve the goal, the STATE is required to use race-conscious measures, such as a DBE participation goal for individual contracts.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious efforts and race-neutral efforts. Race-conscious participation occurs where the CONSULTANT uses a percentage of DBEs to meet a contract-specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses.

2. DBE GOAL/COMMITMENT AND DOCUMENTATION:

- a. A DBE GOAL OF 8.98% HAS BEEN ESTABLISHED ON THIS CONTRACT. THE CONSULTANT IS ENCOURAGED TO OBTAIN DBE PARTICIPATION ABOVE AND BEYOND THE GOAL ON THIS PROJECT. DBE GOAL ATTAINMENT WILL BE REVIEWED ON A TASK ORDER BY TASK ORDER BASIS TO HELP ENSURE THAT OVERALL DBE GOAL IS MET ON THIS CONTRACT.*
- b. The CONSULTANT is required to adhere to the DBE goal/commitment made to utilize certified DBEs as indicated in the firm's Statement of Qualifications (SOQ) or the Prime and Subconsultant DBE Affidavits submitted with each approved Task Order, or subsequently agreed to by the STATE during negotiations. The STATE, at its discretion and on a case by case basis, may waive the above limitations.*
- c. With each new Task Order request, the CONSULTANT is required to submit the following documents certifying that:*

1. The firm will meet or exceed the established CONTRACT DBE goal for the Task Order by providing:
 - a. A notarized Prime Consultant Intended DBE Participation Affidavit, if the CONSULTANT is a DBE firm. The form is available on the ECS website (http://www.azdot.gov/highways/ecs/dbe_program.asp) and must be submitted with the cost proposal.

OR

- b. A notarized Prime Consultant Intended DBE Participation Affidavit and a completed Subconsultant Intended DBE Participation Affidavit for each DBE Subconsultant working on each Task Order. These forms are available on the ECS website (http://www.azdot.gov/highways/ecs/dbe_program.asp) and must be submitted with the cost proposal for each Task Order.

OR

2. The firm has made good faith efforts to meet the DBE goal for the Task Order but did not succeed in achieving the DBE goal. The CONSULTANT shall document the good faith efforts on the Consultant Certification of Good Faith Efforts form (must be notarized). This form is available on the ECS website (http://www.azdot.gov/highways/ecs/dbe_program.asp) and must be submitted with the cost proposal for each Task Order in which the firm is unable to meet the CONTRACT DBE goal.

TASK ORDERS WILL NOT BE EXECUTED IF ONE OF THE ABOVE CONDITIONS ARE NOT MET AND/OR THE FIRM FAILS TO SUBMIT THE REQUIRED DBE PARTICIPATION FORMS FOR EACH TASK ORDER COST PROPOSAL.

- d. ADOT shall make the determination whether the CONSULTANT has made a satisfactory good faith effort to secure certified DBEs to meet the CONTRACT goal in accordance with 49 CFR Part

26. If ADOT determines that the CONSULTANT has not met the DBE goal or has not made an adequate good faith effort to meet the DBE goal on a given Task Order, ADOT shall terminate the Task Order negotiations with the firm. If the CONSULTANT wishes to dispute the Good Faith Effort determination, the CONSULTANT may escalate the decision according to the levels outlined in Section 4.07 (Dispute Resolution) of this CONTRACT. The ADOT Civil Rights Office (CRO) will be represented at each escalation level with the goal of resolving the matter at the lowest possible level.

3. COMPLIANCE:

- a. This CONTRACT is subject to DBE compliance tracking. The CONSULTANT and its Subconsultants, Tier-Subconsultants and Vendors are required to provide any requested DBE CONTRACT compliance-related data in hard copy or electronically as determined by the STATE, including written agreements between the CONSULTANT and Subconsultant DBEs. The CONSULTANT must report the amount earned by and paid to each DBE and Non-DBE Subconsultants working on the project for the preceding month on each monthly Progress Payment Report. The CONSULTANT is responsible for ensuring that the

CONSULTANT and all its Subconsultants and lower-tier Subconsultants have completed all requested items and that their contact information is accurate and up-to-date.

- b. The CONSULTANT'S achievement of the DBE goal is measured by actual payments made to the DBEs. At the completion of the project, the CONSULTANT shall complete and submit a "Certification of Payments to DBE Firms" affidavit for each DBE firm working on the project. This affidavit shall be signed by the CONSULTANT and the relevant DBE Subconsultant and submitted to ECS and CRO.*

4. REPORTING AND SANCTIONS:

- a. ADOT is required to collect DBE participation data on all federal aid projects, whether or not there is a stated DBE goal/commitment on this CONTRACT. Therefore, the CONSULTANT shall report the monthly payments made to all DBE, Non-DBE Subconsultants and Direct Expense Vendors, including all Tier-Subconsultants, for labor, equipment, and materials. If the CONSULTANT and its Subconsultants do not provide all required DBE usage and payment information with the monthly Progress Payment Reports (PRs) submittals for the preceding month, the STATE shall deduct \$1,000 for each delinquent report, whether from the CONSULTANT or any of its Subconsultants, from the progress payment for the current month, not as a penalty but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the STATE shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the CONSULTANT or its Subconsultants fail to provide the required payment information.*
 - b. DBEs shall confirm the payments received from the CONSULTANT through CRO'S DBE Contract & Labor Compliance Management System.*
 - c. After execution of the CONTRACT and before the first Payment Report/Invoice is submitted to ECS, the CONSULTANT is required to log into the CRO'S online DBE Contract & Labor Compliance Management System (<https://adot.dbesystem.com>) and enter the name, contact information, and subcontract amounts for all Subconsultants, Tier-Subconsultants and Direct Expense vendors performing any work on the project to help ADOT track payments to DBEs and all Subconsultants on the project and to confirm that the scopes of services and commitments made via the DBE Intended Participation Affidavits are being met.*
 - d. All DBE and non-DBE subcontracting activities and payments must be reported by the CONSULTANT. All DBE subcontracting activities will be counted toward DBE participation. This includes lower-tiers subcontracting activities regardless of whether or not the DBE is under contract with another DBE.*
- 5. At the completion of the contract, the CONSULTANT must submit a Certificate of Payment Affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of the CONTRACT.*

6. DBE SUBSTITUTION OR REPLACEMENT:

- a. The CONSULTANT must not terminate a DBE Subconsultant listed in the SOQ or the Prime or Subconsultant DBE Affidavit submitted with each approved Task Order without the prior written consent of the STATE.*
- b. If a Subconsultant is terminated, or fails to complete its work on the CONTRACT for any reason, the CONSULTANT must make a good faith effort to find another DBE to perform at the least the same amount of work under the CONTRACT as the DBE that was*

terminated, to the extent needed to meet the DBE commitment percentage established in the CONTRACT.

7. The Department, at its sole discretion, may terminate the CONTRACT at any time if the Department determines that the CONSULTANT is not satisfactorily meeting the DBE goals/commitment stated in the CONTRACT or is not making satisfactory good faith efforts to meet the goal.

COUNTING DBE PARTICIPATION

In counting participation of DBEs, the Department shall apply the rules in 49 CFR §26.55 (see Title 49 CFR Part 26 below) as a supplement herein. The firm must count only the value of the work actually performed by the DBE toward DBE goals.

1. CONTRACTS created to artificially create DBE participation are not acceptable; the arrangement must be within normal industry practices. The DBE must perform a commercially useful function.
2. Count the entire amount of that portion of a CONTRACT (or other CONTRACT not covered by paragraph 2 of this section) that is performed by the DBE's own forces. Firms should include the cost of supplies and materials obtained by the DBE for the work on the CONTRACT, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subconsultant purchases or leases from the CONSULTANT or its affiliate).
3. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the sub-tier Subconsultant is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
5. It is presumed that the DBE is not performing a commercially useful function if (a) a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its CONTRACT with its own work force or, (b) the DBE subcontracts a greater portion of the work of a CONTRACT than would be expected on the basis of normal industry practice for the type of work involved.

TITLE 49 - TRANSPORTATION

Subtitle A – Office of the Secretary of Transportation

PART 26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

[Code of Federal Regulations]; [Title 49, Volume 1]; [Revised as of October 1, 2008]

From the U.S. Government Printing Office via GPO Access; [CITE: 49CFR26.55]; [Page 300-302]

Subpart C Goals, Good Faith Efforts, and Counting

§26.55 - How is DBE participation counted toward goals?

- (a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

- (1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
 - (b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
 - (c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.
- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- (5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department Operating Administration.

Example to this paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

- (6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

- (ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

- (2) (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

- (ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in Sec. 26.87(i).
- (g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.
- (h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003]

FEDERAL IMMIGRATION AND NATIONALITY ACT

a. GENERAL

The CONSULTANT, including all Subconsultants, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the CONTRACT during the duration of the CONTRACT. The DEPARTMENT shall retain the right to perform random audits of CONSULTANT and Subconsultants' records or to inspect papers of any employee thereof to ensure compliance.

The CONSULTANT shall include the provisions of this Section in all its subcontracts. In addition, the CONSULTANT shall require that all SUBCONSULTANTS comply with the provisions of this Section, monitor such SUBCONSULTANT compliance, and assist the DEPARTMENT in any compliance verification regarding its Subconsultant(s).

b. COMPLIANCE REQUIREMENTS

The DEPARTMENT retains the legal right to inspect the papers or records of the CONSULTANT and its Subconsultants who works on this CONTRACT to ensure compliance with A.R.S. §41-4401, Government Procurement, E-Verify Requirements.

By submission of an SOQ proposal, the CONSULTANT warrants that the CONSULTANT and all proposed Subconsultant(s) are and shall remain in compliance with:

1. All federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the CONTRACT; and
2. A.R.S. §23-214 (A) which states "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer."

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the CONTRACT, and the CONSULTANT and its Subconsultant(s) are subject to sanctions specified in Section D below.

Failure to comply with a DEPARTMENT audit process to randomly verify the employment records of CONSULTANT and SUBCONSULTANTS shall be deemed a material breach of the CONTRACT, and the CONSULTANT and SUBCONSULTANTS are subject to sanctions specified in Section D below.

c. COMPLIANCE VERIFICATION The STATE may, at its sole discretion, require evidence of compliance from the CONSULTANT and its Subconsultant(s).

Should the DEPARTMENT request evidence of compliance, the CONSULTANT shall complete and return the Consultant Employment Record Verification Form and Employee Verification Worksheet provided by the DEPARTMENT, no later than 21 days from receipt of the request for such information.

Listing of the compliance verification procedure specified above does not preclude the DEPARTMENT from utilizing other means to determine compliance.

The DEPARTMENT retains the legal right to inspect the papers of any employee who works on the CONTRACT to ensure that the CONSULTANT and its Subconsultant(s) is/are complying with the warranty specified in this Section.

d. SANCTIONS FOR NONCOMPLIANCE For purposes of this paragraph, noncompliance refers to either the CONSULTANTS or its Subconsultants' failure to follow the immigration laws or to the CONSULTANT'S failure to provide records when requested. Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of CONTRACT. At a minimum, the DEPARTMENT shall reduce the CONSULTANT'S compensation by \$10,000 for the initial instance of noncompliance by the CONSULTANT or its Subconsultant(s). If the same CONSULTANT or its Subconsultant(s) is in noncompliance within two (2) years from the initial noncompliance, the CONSULTANT'S compensation shall be reduced by a minimum of \$10,000 for each instance of noncompliance. The third instance by the same CONSULTANT or its Subconsultant(s) within a two (2) year period may result in addition to the minimum \$50,000 reduction in compensation, in removal of the offending CONSULTANT or its Subconsultant(s), suspension of work in whole or in part or, in the case of a third violation by the CONSULTANT, termination of the CONTRACT for default. Instances of noncompliance are counted on a firm-wide basis, not on a contract-by-contract basis.

In addition, the DEPARTMENT may declare the CONSULTANT or its Subconsultant(s) who is in noncompliance three times within a two-year period ineligible to perform on any DEPARTMENT CONTRACT for up to one year. For purposes of considering a declaration of ineligibility: (1) noncompliance by a Subconsultant does not count as a violation by the CONSULTANT; and (2) the DEPARTMENT shall count instances of noncompliance on other DEPARTMENT CONTRACTS.

The sanctions described herein are the minimum sanctions. In case of major violations, the DEPARTMENT reserves the right to impose any sanctions including and up to termination and debarment, regardless of the number of instances of non-compliance.

Any delay resulting from compliance verification or a sanction under this subsection is a non-excusable delay. The CONSULTANT is not entitled to any compensation or extension of time for any delays or additional costs resulting from compliance verification or a sanction under this Section.

An example of the minimum sanctions under this subsection is presented in the table below:

Offense by:			Minimum Reduction in Compensation
Consultant	Subconsultant A	Subconsultant B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000 *
* May, in addition, result in removal and debarment of the Subconsultant.			

16. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this _____ day of _____, 2012.

CITY OF CHANDLER

CONSULTANT

MAYOR Date

By: Karl G. Obayl
Title: President

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
FAX: 480-782-3355

ADDRESS FOR NOTICE
Ritoch-Powell & Assoc., Inc.
3838 N. Central Ave., Ste. 1250
Phoenix, AZ 85012
Phone: 602-263-1177
FAX: 602-277-6286

APPROVE AS TO FORM

City Attorney by: [Signature]

ATTEST: If Corporation
[Signature]
Secretary

ATTEST:

City Clerk SEAL

EXHIBIT A SCOPE OF WORK

1.0 General

CONSULTANT shall provide Construction Management Services for the Chandler Boulevard/Price Loop 101 Intersection Improvements project. CONSULTANT shall provide the following professional services: construction management and contractor oversight, construction administration, construction inspection, utility coordination, materials testing and quality assurance, and record drawings. The City will utilize a Contractor to provide construction materials, equipment and labor for the intersection improvements under a separate contract.

1.1 CONSTRUCTION MANAGEMENT & CONTRACTOR OVERSIGHT

Construction Management & Contractor Oversight services consist of conducting weekly meetings, preparing meeting minutes, monitoring Contractor's Critical Path Method (CPM), reviewing Contractor pay applications, reviewing and responding to Contractor shop drawings and Requests for Information (RFI's). The services include:

1. Prepare weekly construction meeting agenda, conduct meeting and distribute minutes;
2. Review CPM schedule to identify concerns, issues or omissions;
3. Review Contractor's monthly CPM progress update and distribute comments;
4. Review and respond to Contractor's RFIs;
5. Review and respond to Contractor's Shop Drawing submittals;
6. Maintain log of material certifications and "Buy America" requirements.
7. Prepare, maintain and monitor RFI, Shop Drawing, Field Directive, material certification and "Buy America" logs;
8. Review change order proposals and make recommendation;
9. Review and log Contractor's Time and Materials (T&M) for force account activities;
10. Review monthly pay requests and make recommendation for payment;
11. Maintain a progressive construction record of bid tabulation quantities;

1.2 CONSTRUCTION ADMINISTRATION

Construction administration services consist of providing administrative support and assist City staff with Federal Reporting requirements. The services include:

1. Provide administrative support to City staff for federal reporting requirements;
2. Conduct Contractor and Sub-contractor laborer interviews;
3. Review Sub-contractor contracts;
4. Provide oversight and review of all Contractor forms such as Civil Rights Compliance, DBE Certification, EEO, and Certified Payroll;

1.3 Construction Inspection

Construction Inspection services consist of providing weekly inspections, preparing inspection reports and monitoring Contractors conformance to construction documents. The services include:

1. Provide weekly (one day each week) construction inspection to verify materials and installations conform to construction documents;
2. Prepare inspection reports documenting Contractor construction activities and progress noted during field inspection visits;
3. On-site reviews of erosion control materials, landscape materials, irrigation etc;
4. Perform intermittent erosion control inspections;
5. Field review irrigation system layout and provide installation observations;
6. Provide on-site (one day) traffic engineer during signal switch over for trouble shooting
7. Provide Special Inspection(s) for retaining wall structure;
8. Provide nursery visit to tag and inspect plant material;
9. Schedule and conduct substantial completion inspection;

10. Prepare substantial completion punch list;
11. Schedule and conduct final completion inspection.

1.4 Utility Coordination

Utility Coordination services consist of conducting meetings, managing utility conflict resolutions and coordinating utility service reconnections. Coordination is required with SRP Power (traffic signals and street lights), SWG, ADOT (FMS and L101 lights), Air Products & Chemicals (nitrogen line), SRP Irrigation, Cox Communications and Century Link. The services include:

1. Schedule and facilitate "Preconstruction Meeting with utility companies"
2. Field verify actual utility facility locations completed during advanced utility construction and compare to approved utility relocation plans;
3. Coordinate with utility representatives to schedule service connections to new facilities;
4. Coordinate utility service for landscape irrigation points of connection;
5. Coordinate Chandler Boulevard street light de-energization and re-energization;
6. Coordinate ADOT mainline lighting service pedestal relocation;
7. Coordinate SRP irrigation manhole adjustment;
8. Coordinate sign structure location in west median with Air Products' nitrogen gas line;

1.5 Materials Testing and Quality Assurance (QA)

Materials testing and QA services shall consist of providing source sampling, materials tests and installation tests in accordance with MAG and City specifications to verify Contractor's testing program is providing accurate results. QA sampling and testing frequency will average one (1) test for every five (5) tests performed by Contractor's Quality Control (QC) testing Sub-consultant. The services include:

1. Verify Contractor's material test and frequencies are consistent with ADOT, MAG and City requirements;
2. Review Contractor's QC test schedule.
3. Coordinate with Contractor's testing representative to obtain required QA tests and sample;
4. Review all Contractor sampling, test and inspection results for conformance with construction documents;
5. Sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas;
6. Sampling and testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures;
7. Compaction testing of backfill for water and storm drain pipe.

1.6 Record Drawings

Record drawing services consist of preparing record drawings from Contractor red-line drawings for City records and files. The services include:

1. Review and monitor Contractor's weekly updates on red-line drawing set;
2. Transfer red-line comments to City's construction plan mylars;
3. Provide resident engineer and landscape architect stamp/certification on cover sheet;
4. Deliver record drawings to City.

EXHIBIT B FEE SCHEDULE

Task Description/Hourly Labor Rates									
Project Manager	Senior PE/RLS	Project Engineer/RLS	Design Engineer/LSIT	CADD Designer	Clerical	Subtotal Hours	Subtotal Cost w/145%OH & 10%Fee		
\$56.00	\$43.00	\$37.00	\$30.00	\$29.00	\$21.00				
1.1 Construction Management & Contractor Oversight									
Prepare mtg agenda, conduct wkly const.mtg, issue mins.	56	0	112	84	0	36	288	\$ 28,448.42	
Review and comment Contractor's CPM	4	0	14	4	0	0	22	\$ 2,323.09	
Review and distribute monthly CPM progress updates	7	0	14	0	0	0	21	\$ 2,452.45	
Review & Coordinate RFI Responses (50)	12	8	12	25	0	0	57	\$ 5,955.95	
Review & Coordinate Shop Drawings (20)	2	4	10	20	0	0	36	\$ 3,379.53	
Review & Coordinate Materials Certs (20)	2	0	10	20	0	0	32	\$ 2,915.99	
Prep and distribute Field Directives (20)	5	10	40	10	0	0	65	\$ 6,710.55	
Prep & maintain shop drawing, RFI, FD & Material cert logs	7	0	28	56	0	36	127	\$ 10,413.48	
Review & Recommend. Change Order proposals	7	14	28	0	0	0	49	\$ 5,470.85	
Review & Recommend proposed force account work	7	0	28	28	0	0	63	\$ 6,112.26	
Review monthly pay request & make recommend. for payment	7	0	56	28	0	0	91	\$ 8,904.28	
Maintain progressive record of pay quantities	14	0	56	112	0	0	182	\$ 16,752.12	
Subtotal 1.1	130	36	408	387	0	72	1033	\$ 99,838.97	
1.2 Construction Administration									
Provide admin support to City (28 weeks)	7	0	0	0	0	560	567	\$ 32,749.64	
Conduct contractor and sub-contractor laborer interviews	2	0	56	0	0	0	58	\$ 5,885.88	
Review sub-contractor contracts and oversight of all contractor forms	1	0	16	0	0	0	17	\$ 1,746.36	
Subtotal 1.2	10	0	72	0	0	560	642	\$ 40,381.88	
1.3 Construction Inspection									
Weekly construction inspection (28 weeks)	14	0	56	224	0	0	294	\$ 25,807.32	
Weekly construction inspection reporting (28 weeks)	4	0	14	28	0	36	82	\$ 6,300.91	
Review Erosion Control Material, landscape material, Irig	To be performed by Sub-Consultant - J2 Engineering and Environmental Design (J2)								
Perform intermittent Erosion Control inspections									
Perform irrigation system pressure tests									
Irrigation system layout and installation observations									
Tag and inspect plant material at nursery									
Perform Special Inspections (retaining wall)	To be performed by Sub-Consultant - TYLIN								
Schedule & Conduct substantial completion inspection									
Prepare substantial completion punch list									
Schedule & conduct final completion	8	0	8	8	0	0	24	\$ 2,651.88	
	0	0	2	0	0	8	10	\$ 652.19	
	6	0	6	6	0	2	20	\$ 2,102.10	

Task Description/Hourly Labor Rates	Project Manager	Senior PE/RLS	Project Engineer/RLS	Design Engineer/LSIT	CADD Designer	Clerical	Subtotal Hours	Subtotal Cost w/145%OH & 10%Fee
Subtotal 1.3	32	0	86	266	0	46	430	\$ 37,514.40
1.4 Utility Coordination								
Field verify relocated facilities location compared to plans	1	0	10	4	0	0	15	\$ 1,471.47
Coord. With utility representative to sched. Service connect.	1	0	8	2	0	0	11	\$ 1,110.34
Coord. Util. service for landscape irrig. POC	1	0	8	2	0	0	11	\$ 1,110.34
Subtotal 1.4	3	0	26	8	0	0	37	\$ 3,692.15
1.5 Materials Testing and Quality Assurance (QA)								
Verify Contractor's QC test and freq. consistent with ADOT, MAG and COC								
Review Contractor QC schedule								
Coord. With Contractor QC rep to obtain QA test and sample								
Review Contractor sampling, test and inspect. Results conform to constr. Docs.								
Sample and test subgrade, AB and asphalt materials for new pavement								
Sample and test subgrade, AB and concrete								
Compaction test for backfill of underground utilities								
To be performed by Sub-Consultant - ATEK								
1.6 Record Drawings								
Review & monitor Contractors redline set updates (weekly)	2	0	72	0	0	0	74	\$ 7,481.32
Transfer red lines to mylars	0	0	8	24	120	0	152	\$ 12,116.72
Provide certification on cover sheet & deliver to City	4	0	1	0	1	0	6	\$ 781.55
Subtotal 1.6	6	0	81	24	121	0	232	\$ 20,379.59
SUBTOTAL DIRECT LABOR	181	36	673	685	121	678	2,374	\$201,807.00
EXPENSES & CM ALLOWANCE:	Unit Rate	Quantity						
Vehicle Mileage	\$ 0.51	3,360						\$ 1,714.00
Printing (8-1/2" x 11")	\$ 0.06	1,200						\$ 72.00
Printing (11" x 17")	\$ 0.52	320						\$ 166.00
Printing (24" x 36") mylar	\$ 18.00	90						\$ 1,620.00
Exhibits	\$ 250.00	4						\$ 1,000.00
Deliveries/Postage	\$ 6.00	40						\$ 240.00
CM Services Allowance	-	1						\$ 10,000.00
SUBTOTAL EXPENSES & CM ALLOWANCE								\$14,812.00
SUB-CONSULTANT SERVICES ALLOWANCE	Task							
J2 Engineering	Landscaping and Irrigation							\$ 18,835.00
TYLIN	Structures - Special Inspections							\$ 5,507.00
ATEK	Testing and QA							\$ 13,515.00
Lee Engineering	Traffic Signal, Lights, and Interconnect							\$ 3,320.00
SUBTOTAL SUB-CONSULTANTS								\$41,177.00

Task Description/Hourly Labor Rates	Project Manager	Senior PE/RLS	Project Engineer/RLS	Design Engineer/LSIT	CADD Designer	Clerical	Subtotal Hours	Subtotal Cost w/145%OH & 10%Fee
PROJECT TOTAL								\$257,796.00

EXHIBIT C
INSURANCE REQUIREMENTS

1. CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
2. With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
3. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
4. If any of the insurance policies are not renewed prior to expiration, payments to the CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONSULTANT.
5. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
6. CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
7. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONSULTANT's acts, errors, mistakes, omissions, work or service.
8. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONSULTANT. CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.
9. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
10. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONSULTANT with reasonable promptness in accordance with the CONSULTANT's information and belief.
11. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONSULTANT until such time as the

Chandler Blvd/Price Loop 101 Intersection Imp CM Services

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CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

C.1 PROOF OF INSURANCE - CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
2. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
3. All Certificates of Insurance shall identify the policies in effect on behalf of CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
4. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CONSULTANT's obligations under this Agreement.

C.2 REQUIRED COVERAGE

1. Such insurance shall protect CONSULTANT from claims set forth below which may arise out of or result from the operations of CONSULTANT under this Contract and for which CONSULTANT may be legally liable, whether such operations be by the CONSULTANT or by a Sub-consultant or subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
2. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONSULTANT's employees;
4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONSULTANT's employees;
5. Claims for damages insured by usual personal injury liability coverage;
6. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
7. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
8. Claims for bodily injury or property damage arising out of completed operations;

9. Claims involving contractual liability insurance applicable to the CONSULTANT's obligations under the Indemnification Agreement;
10. Claims for injury or damages in connection with one's professional services;
11. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

C.2.1 Commercial General Liability - Minimum Coverage Limits

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONSULTANT's operations and products, and completed operations.

C.2.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CONSULTANTS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

C.2.3 Automobile Liability

CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

C.2.4 Worker's Compensation and Employer's Liability

CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, CONSULTANT will require the subconsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONSULTANT.

C.2.5 Professional Liability

CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

EXHIBIT D

Consultant Immigration Warranty

To Be Completed by Consultant Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the Consultant and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

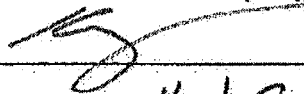
By completing and signing this form the Consultant shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST0806-451			
Company Name (as listed in the contract):		Ritoch-Powell & Associates, Inc.	
Street Name and Number: 3838 N. Central Ave., Ste. 1250			
City: Phoenix	State: AZ	Zip Code: 85012	

I hereby attest that:

1. The Consultant complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The Consultant has identified all Consultant and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Consultant (Employer) or Authorized Designee:



Printed Name: Karl G. Oben
Title: President
Date (month/day/year): 4/3/12